vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.115 OF 2005
IN
SUIT NO.651 OF 2003

Sureshchand Gokulchand Agarwal ... Plaintiff

V/s.

Sudhir Yagyadatt Mudgal ... Defendant

Ms.Uma Sharma i/b D.F. Sharma for Plaintiff
None for Defendant

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **JUNE 8, 2006**

P.C.:

. The Plaintiff claims that there was a Memorandum of Understanding reached between himself and the Defendant to transfer the suit premises being Flat No.301, The Dahisar Neha Co-op. Housing Society Limited, Anand Nagar, Dahisar (East), Mumbai-400 068 to the name of the Plaintiff for the consideration of Rs.3,00,000/-. Rs.2,00,000/- was paid when the Memorandum of Understanding was executed. The balance of Rs.1,00,000/- was to be paid on taking possession of the flat being handed over.

2. Heard the learned Advocate for the Plaintiff. Nobody appears for the Defendant. Affidavit of service filed.

3. The Plaintiff has deposited the amount of

Rs.1,00,000/- in this Court as directed by this Court on 15.12.2005. Prayer Clause (b) of the Motion can therefore be granted. Hence, the Motion is made absolute in terms of prayer cluase (b).

4. The amount of Rs.1,00,000/- which has been deposited by the Plaintiff in this Court shall be invested in a nationalised bank initially for a period of three years, to be renewed thereafter.

5. Notice of Motion is disposed of accordingly.